

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO A3		PAGE OF PAGES 1 48	
2. CONTRACT (Proc. Inst. Ident.) NO. N65236-03-D-7842		3. EFFECTIVE DATE 23 Jun 2003		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY SPAWAR SYSTEMS CENTER CHARLESTON PO BOX 190022 TEAM 7 843-218-5976 PAULA.SOMERS@NAVY.MIL NORTH CHARLESTON SC 29419-9022		CODE N65236		6. ADMINISTERED BY (If other than Item 5) DCMA SOUTHERN VIRGINIA 190 BERNARD ROAD BUILDING 117 FORT MONROE VA 23510-1811		CODE S5111A SCD: C	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) MILCOM SYSTEMS CORPORATION GOVERNMENT REPRESENTATIVE 529 VIKING DRIVE VIRGINIA BEACH VA 23452				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 66257		FACILITY CODE					
11. SHIP TO/MARK FOR AS INDICATED ON EACH TASK/DELIVERY ORDER		CODE		12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-COLUMBUS CTR; SOUTH ENTITLEMENT DIVISION P. O. BOX 182264 EFT:T COLUMBUS OH 43218-2264		CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT \$7,559,244.33							
16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	41
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	2	X	J	LIST OF ATTACHMENTS	48
X	D	PACKAGING AND MARKING	29	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	29	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	29		L INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	32	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	35				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N65236-01-R-0815-0004 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER DONNA J. MURPHY / CONTRACT SPECIALIST			
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 23-Jun-2003	

SECTION B Supplies or Services and Prices

Please note: The withholding requirement of FAR 52.216-8 "Fixed Fee" and B-309 VAR "Fee Determination and Payment (Indefinite Delivery Type Contract) Variation" IS NOT being waived.

This contract confirms letter Notice of Award dated 23 June 2003.

THE FOLLOWING LINES OF ACCOUNTING ARE APPLICABLE FOR THE MINIMUM GUARANTEE:

ACRN: AA	97X4930 NH3S 000 77777 0 065236 2F 000000 B3125C014AAN	\$50,000.00
JOB ORDER NO	CCXXMP3C01	
PR Number:	N65236-3125-C014	

ACRN: AB	97X4930 NH3S 000 77777 0 065236 2F 000000 B3125C015ABN	\$50,000.00
JOB ORDER NO	CCXXKM3A02	
PR Number:	N65236-3125-C015	

Lot I - Base Year **26 June 2003 through 25 June 2004**

ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	
0001	SHIP/ALT Engineering		LOT	
CPFF	Installation, and Drafting Services in support of Cryptologic/Information Warfare Exploitation Programs			
				ESTIMATED COST
				FIXED FEE
TOTAL ESTIMATED COST PLUS FIXED FEE				\$7,559,244.33

ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	
0002	Contract Data Requirements			\$ NSP
	i.a.w. DD Form 1423 (Exhibit A)			

Lot II - 1st Option Year **26 June 2004 through 25 June 2005**

ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	
0003	SHIP/ALT Engineering		LOT	
CPFF	Installation, and Drafting Services in support of Cryptologic/Information Warfare Exploitation Programs.			
				ESTIMATED COST
				FIXED FEE
TOTAL ESTIMATED COST PLUS FIXED FEE				\$7,680,597.43

ITEM NO	SUPPLIES/SERVICES	EST QTY	
0004	Contract Data Requirements		\$ NSP
	i.a.w. DD Form 1423 (Exhibit A)		

Lot III - 2nd Option Year **26 June 2005 through 25 June 2006**

ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	
0005	SHIP/ALT Engineering		LOT	
CPFF	Installation, and Drafting Services in support of Cryptologic/Information Warfare Exploitation Programs.			
				ESTIMATED COST
				FIXED FEE
TOTAL ESTIMATED COST PLUS FIXED FEE				\$7,813,621.36

ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	
0006	Contract Data Requirements i.a.w. DD Form 1423 (Exhibit A)			\$ NSP

Lot IV - 3rd Option Year 26 June 2006 through 25 June 2007

ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	
0007	SHIP/ALT Engineering		LOT	
CPFF	Installation, and Drafting Services in support of Cryptologic/Information Warfare Exploitation Programs.			
				ESTIMATED COST
				FIXED FEE
				TOTAL ESTIMATED COST PLUS FIXED FEE
				\$7,956,744.04

ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	
0008	Contract Data Requirements i.a.w. DD Form 1423 (Exhibit A)			\$ NSP

Lot V - 4th Option Year 26 June 2007 through 25 June 2008

ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	
0009	SHIP/ALT Engineering		LOT	
CPFF	Installation, and Drafting Services in support of Cryptologic/Information Warfare Exploitation Programs.			
				ESTIMATED COST
				FIXED FEE
				TOTAL ESTIMATED COST PLUS FIXED FEE
				\$8,104,770.56

ITEM NO	SUPPLIES/SERVICES	EST QTY	UNIT	
0010	Contract Data Requirements i.a.w. DD Form 1423 (Exhibit A)			\$ NSP

CLAUSES INCORPORATED BY FULL TEXT

B-309 VAR FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACT) VARIATION

(a) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(b) Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. Subcontractor fee will not be billed as a separate direct cost on the voucher submitted by the contractor to the government, but will be paid to the subcontractor by the prime contractor from the fee billed from the fixed fee pool.

(c) Computation of Fee.

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the contract. However the total fee paid under the contract for a year of performance will not exceed the total fixed fee amount for the current year of performance.

(d) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order are insufficient to complete performance under the order, the government may elect to increase the hours by written modification. This increase in cost associated with the increase in hours will be fee bearing at the same percentage of fee established in the basic contract. If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee associated with the decrease in hours will be reduced by the percentage of fee established in the basic contract.

Estimated cost will be increased/decreased as applicable.

(e) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(f) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours, such adjustments shall be made by contract modification. Any increase will be fee bearing, except cost overruns on completion type orders, at the percentage of fee established in the basic contract.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added to the total estimated hours under the contract.

(g) Payment of Fee.

The Government shall pay fixed fee to the contractor on each delivery order at the percentage rate of fee established in the basic contract subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order, unless waived. In accordance with the provisions of paragraphs (d) and (e) of this clause, any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference, shall apply to all individual delivery or task orders issued under this contract.

(h) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

B-312 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of **\$100,000.00** worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer. (\$100,000 total to be split among all awards)

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

(c) if the ordering officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

(d) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

<u>Labor Categories</u>	<u>Minimum Requirements</u>
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As indicated/described in C-302 – Statement of Work, Paragraph 16.

NOTE: Resumes for personnel in all KEY labor categories listed in C-302, Paragraph 16.3 entitled "Key Personnel" ARE REQUIRED PRIOR TO PERFORMANCE UNDER THIS CONTRACT.

C-302 SPECIFICATIONS/STATEMENT OF WORK

1.0 INTRODUCTION

The Space and Naval Warfare Systems Center Charleston supports a variety of cryptologic, intelligence, and communications warfare programs that either directly support or relate to the overall Command Control Communications, Computers, Intelligence, Surveillance and Reconnaissance (C⁴ISR) program. As such, SPAWAR Systems Center Charleston provides the technical direction and supervision of electronic support programs designated by Tactical Cryptologic Program (TCP), Consolidated Cryptologic Program (CCP), Information Warfare (IW) and Signal Intelligence (SIGINT) requirements. These activities support a wide variety of customers including the U.S. Special Operations Command, the United States Marine Corps, Naval Security Group, Naval Information Warfare Activity, and other end-users and customers. SPAWAR Systems Center Charleston provides systems analysis, engineering, design, development, procurement, integrated logistics, configuration management, systems integration, test, installation, operator/maintenance training and life cycle support for a variety of systems and programs being implemented by these customers. Contractor's capable of providing engineering/management, installation, and technical support services are required to effectively meet critical timelines and requirements for these special activities. The purpose of this contract is to accomplish tasks in support of the above activities.

The primary focus of this acquisition will include Ship and Temporary Alteration Engineering, Installation, and Drafting services directed to the support of C4ISR cryptologic, communications and intelligence systems. Other requirements will include shipalts, installation planning, de-installation and maintenance/repair, design, documentation development, material acquisition, drafting services, test and evaluation, technical assistance and training.

Government technical support activities require personnel with expertise in the TCP, CCP, SIGINT, and IW programs that will support the stated requirements. Personnel and support capabilities must be in place at time of contract performance to ensure immediate proficiency in the specialized technical areas described in this statement of work, and to preclude delays in on-going Programs. In order to ensure a smooth transition to on-going activities requiring access to Sensitive Compartmented Information (SCI), the contractor must have the appropriate personnel

with current Single Scope Background Investigations (SSBI's) or Special Background Investigations (SBI's) required by this SOW in place prior to contract performance.

2.0 **SCOPE**

2.1 The Contractor shall provide the necessary management, administrative, engineering, and technical support services, including equipment management and logistics support, and material to accomplish tasks as directed by individual task orders and related to installations such as, but not limited to, the types of systems noted in this SOW. Services also may include technical evaluation and acceptance of systems and equipment, installation planning, equipment PITCO, overhaul and repair, system modification, IDP as-built updates, and documentation (manuals, test procedures, specifications, engineering or installation drawings, etc.) preparation or modification.

2.2 The nature of the work to be performed under this contract often requires immediate response to and close liaison with SPAWAR personnel. Therefore, the Contractor shall have the appropriate facilities and resources available to provide the required support for functions defined in this statement of work and related tasks specified in individual task orders. The majority of the work shall be performed in Charleston, SC Area; Norfolk/Tidewater Area, VA; San Diego, CA Area; and Jacksonville/Mayport Area, FL. However, assignments shall also be accomplished in other CONUS and Worldwide areas as required by individual task and/or delivery orders to support U.S. interests at ship and shipboard based facilities. Facility requirements are provided in Section 14 of this Statement of Work.

3.0 **APPLICABLE DOCUMENTS**

In accordance with the Federal Acquisition Streamlining Act of 1994, all military and government specifications and standards have been eliminated from this Statement of Work. This does not relieve the Contractor from the responsibility of meeting the contract requirements or specifications and, in fact, makes the Contractor more liable to provide a quality service and product. The Contractor shall ensure that all products and services provided are accomplished using the most acceptable industry standards, the best commercial practices, or any military or government specifications and standards required in individual task orders issued under this contract.

4.0 **REQUIREMENTS**

The Contractor shall perform the following specific tasks on the systems/equipment such as, but not limited to, those specified below to the extent required under the specifications of individual task orders issued under this contract. These tasks are related to engineering, design, overhaul, repairs, alterations, technical services, installation planning, equipment/system fabrication, assembly, survey and inspection, installation, training, and technical documentation of systems/equipment as assigned by SPAWAR. Executed task statements shall reference one or more technical areas and define the objectives, scope, individual sub-tasks to be accomplished, and required deliverables. No work will commence on a task until the task statement has been approved and signed by the Government Procuring/Administrative Contracting Officer (PCO/ACO). As a minimum, the Contractor shall adhere to the requirements of NAVSEA's "General Specifications for Overhaul of Surface Ships (GSO)" S9AA0-AB-GOS-010 (latest edition) for all shipboard assignments.

4.1 **Task A - Ship and Temporary Alteration (SHIPALT/TEMPALT) Engineering and Management Support.**

The contractor shall provide engineering and project management assistance to support the introduction of systems and equipment and their modifications into the Fleet. The contractor shall provide the requested mix of labor categories, if and to the extent any of these items are exercised, and shall perform the applicable tasks as directed by the task/delivery orders in support of SPAWAR Systems Center Charleston SHIPALT/TEMPALT engineering and Program Management requirements. Tasking shall include:

4.1.1 **Task Statements:**

a. **Documentation Development.**

The Contractor shall develop and/or maintain all types of documentation associated with accomplishment of the overall scope of this contract. The Contractor must be able to provide documents electronically using software compatible with that used by the SPAWAR personnel directing the effort -- typically Microsoft Word. Individual task orders may require such development using different equipment or software compatible with that used by the listed technical point of contact (POC).

The Contractor shall, as specified in individual task orders, develop, modify and/or maintain the following types of documentation, in addition to design packages, drawings, and other documents noted elsewhere, necessary to ensure adequate support of electronic equipment and associated software – this is a representative list and not considered all-inclusive:

- | | |
|---------------------------------|--|
| 1. Test Plans | 10. Field Change Kit Documentation |
| 2. Test Procedures | 11. Operational Test and Checkout Procedures |
| 3. Engineering Reports | 12. Diagnostic Procedures |
| 4. Technical Manuals | 13. Ship/Site Sign-off and Acceptance Letter |
| 5. Training Documentation | 14. Inventory – GFE/GFM, Rollback, etc. |
| 6. Maintenance Documentation | 15. Status Reports |
| 7. Systems Specifications | 16. Ship Alteration Completion Reports |
| 8. Logistics Support Plans | 17. Justification Cost Form (JCF) |
| 9. Engineering Change Proposals | 18. Planned Military Improvement (PMI) |

b. Data and Record Maintenance.

The contractor will develop and update data for the Space and Warfare Laboratory (SPAWAR) Equipment Dictionary; maintain a SHIPALT/TEMPALT matrix status record; develop Fleet Modernization Program Management Information System (FMPMIS) data for NAVSEA data base updates; and maintain a master record of all JCFs and SAR submissions.

c. Process Assessment.

The contractor will monitor proposed hardware and software changes and provide assessment of the impact on the installation process.

d. Technical/Management Coordination.

The contractor shall assist in monitoring the progress of pending SHIPALT/TEMPALTS through the development and approval process and in the reviewing and updating of SHIPALT/TEMPALT packages after NAVSEA, SPAWAR, and Planning Yard reviews. Provide technical and management coordination support with Planning Yard, NAVSEA, installing activities, and contractors during the installations.

e. Shipboard Installation Drawing Production.

The contractor shall assist the drawing and installation contractors during the production, review, and redlining of preliminary and final Installation Control and Guidance Drawings and Ship Installation Drawings. This task includes providing technical services for the development of reverse Liaison Action Records (LARs), Technical Specification 9090-100 and the assigning and tracking of LARs.

f. Shipcheck/Survey Support.

The contractor shall perform ship checks to ensure accuracy for room arrangements and that topside design changes do not degrade the systems design capability. The Contractor shall conduct inspections of prescribed ships to determine the optimum location and configuration for an equipment/system installation including any site preparation requirements. The Contractor must be capable of gathering all pertinent environmental, engineering, configuration and design information relevant to site conditions, analyzing the collected data, performing necessary calculations to make technical recommendations, and preparing technical reports and documentation (such as IDPs, ICDs, etc.) for a specific ship installation.

4.1.2 Deliverable Products. The contractor shall prepare and provide updates to, or initial documentation as required. The deliverable products for the above tasks include, but are not limited to:

- a. Comments and recommendations based on studies and assessments.
- b. System Safety/Human Engineering Plans, Documents, Procedures, and Task Reports including Data.
- c. Product Evaluation/Study reports.
- d. Briefing data, Ship-check, and trip reports.
- e. Monthly Status reports.

4.1.3 Schedule. The deliverable products shall be provided on a continuous basis throughout the period of performance. Schedules will be provided in the Delivery Orders.

4.2 Task B - Installation Planning, Installation, De-installation and Modification/Repair Services.

The contractor shall be required to accomplish tasks necessary to deliver, install, and check out electronic systems in support of SPAWAR Systems Center Charleston shipboard installations. The contractor will be required to perform installation planning, design, installation, de-installation, and/or modification/repair requirements. Multiple tasks may be on going simultaneously and the installation efforts may take place at distant and/or remote locations worldwide.

Task Statements.

a. Installation/De-installation/Modification/Repair

The Contractor shall provide the technical support services necessary to accomplish an assigned installation in accordance with a Government approved design package and current AIT guidance/specifications from NAVSEA or other designated authority. These installation planning, installation, de-installation, procurement, fabrication and/or maintenance, minor overhaul and repair services shall be provided in support of projects under SPAWAR cognizance at designated sites worldwide. Tasks may include, but not be limited to the following:

1. Installation of electronic equipment/systems onboard Navy ships
2. Test and checkout of electronic/electrical equipment/systems
3. Installation of antenna and RF distribution systems on ships
4. Modification, overhaul or minor repair to designated electrical/electronic equipment/systems
5. Fabrication of switching units, relay panels, patch panels, test sets, equipment stands, etc., used with electronic/electrical equipment/systems
6. Fabrication/Modification of foundations, enclosures, equipment racks, shelves, and miscellaneous metal structures in accordance with Grade A shock requirements on ship

As designated in individual task orders, the Contractor shall install new or overhauled systems, equipment upgrades, and field change kits onboard ships located worldwide. The Contractor will typically be responsible for the full range of installation services including crane service, rigging services, welding, foundation fabrication, cable installation and connector assembly, equipment mounting and hook-up and complete system operational verification testing. The Contractor may also be required to install or modify the following in support of equipment installations: power, grounding; ducting for ventilation, power and signal; cabinets/racks on foundations; deck covering, sheet metal, insulation, vault doors, safes; multi-conductor and/or coaxial cables; distribution frames and signal cross connects; and/or HVAC, water and dry air systems. Other services may include the fabrication or machining of various items (shafts, cylinders, rings, housings, nuts, boxes, screws, bushings, couplings, gears, shaft threading, retainers, gear boxes, chase all type threads, mounting plates, brackets, platforms, etc.) required for the repair, alteration and conversion of ships or in support of Alteration Installation Teams (AITs).

All work shall be in accordance with applicable shipboard procedures and installation standards. Cables shall be cold-checked after assembly for point-to-point continuity and shorts to ground. Someone other than the assembler, and who is technically qualified, shall perform these cold checks. A tag shall be applied to each cable identifying the assembler and the person checking the cable. At the completion of the installation, all tags shall be removed.

b. Installation Design Package (IDP)/Installation Control Drawing (ICD)

The Contractor shall generate or update IDPs or ICDs, as appropriate, using information obtained from the site survey and SPAWAR Systems Center personnel designated in individual task orders. These documents shall serve as the basic or preliminary technical references governing the proposed installation effort and must be completed and approved prior to commencement of installation work. The documents shall include a description of the equipment or components to be installed, identify preliminary design of the installation, outline the functions and required interfaces with existing or planned systems, and provide an authoritative engineering plan for determining final installation specifications. The IDP/ICD shall consist of, but shall not be limited to, the following:

1. Room arrangements, detailing location of all equipment in the system or subsystem to be installed and existing key equipment (power panels, switchboards); elevation drawings to be included when required to define a location or facilitate the installation
2. Interconnection diagrams, defining cable type, quantity and mating connectors
3. Pin-to-pin wire lists required to construct and test interconnecting cables

4. Power diagrams, including those required to install red/black communications systems and subsystems IAW established criteria
5. Bonding and grounding diagrams, including those required for electrical/ electronic noise-free system operation and safety; bonding/grounding systems are required for all digital, RF and audio subsystems
6. System block diagrams when required to identify the interrelationship of many interconnecting systems and/or subsystems
7. Data lists including titles and numbers for all drawings and cable run sheets; the block wiring interconnection drawing shall list all applicable drawings
8. Instructions for removal, relocation or installation of systems, equipment or subsystems (downtime will be kept at a minimum; methods to reduce costs, reuse of material, etc., shall be incorporated where practical).
9. Support system diagrams, such as chilled water and dry air systems
10. Changes required to update all applicable volumes and sections of the users' manual, including a list of affected pages and required changes to those pages

c. Installation Task Coordination

Multiple tasks may be assigned simultaneously at the same installation site. It is the Contractor's responsibility to plan these efforts accordingly and provide the Government with consolidated solutions that maximize resource efficiency and minimize impact to the site. The Contractor shall provide assistance to SPAWAR Task Coordinators, identified in individual task orders, in developing and coordinating centralized scheduling for the repair, alteration, or conversion of shipboard or site spaces and for equipment/system installations. The Contractor shall review existing site planning documentation from OPNAV/NAVSEA and from the NAVSEA Fleet Modernization Program Management Information System (FMPMIS) alterations identified as candidate installations. From this review, the Contractor shall assist the Task Coordinator in determining optimum fit (schedule) for installation and identify installations that would conflict with or hinder other efforts. The task includes, but is not limited to:

- a. Requirements generation
- b. Determination of platform availability
- c. Schedule development
- d. Development of an interactive scheduling model that is responsive to changes
- e. Coordination among OPNAV, SYSCOMs, TYCOMs, and installing activities

d. Pre-Installation Test and Checkout (PITCO)/Overhaul

The Contractor shall conduct pre-installation test and checkouts and/or overhaul and modification services for specific systems/equipment using approved test procedures as designated by the SPAWAR Systems Center Charleston personnel identified in individual task orders. This may include the restoration, modification, refurbishment, or conversion of specified equipment/systems. System manuals for some configurations may not be available. This process will include equipment tests that insure the units perform to design specifications and may entail troubleshooting, cleaning, rewiring or replacing components as necessary to return the equipment to operational status. In addition, tests must document that equipment configured in a specific system performs to that system's design specification. An inventory shall be performed and documented on all parts, subassemblies, manuals and installation materials for each PITCO or overhaul equipment/system received.

e. System Operational Verification Test (SOVT)

The Contractor shall, as specified by individual task orders, support SPAWAR Charleston personnel in conducting a SOVT on designated systems utilizing SPAWAR Charleston approved test plans and procedures. Since a system may be comprised of multiple components, specific system manuals may not be available. This process will include an inspection of the system installation for discrepancies. All discrepancies are to be documented and included in a trip report to SPAWAR Charleston. The Contractor will perform system checkout/System Operational Verification Tests in accordance with performance criteria. The Contractor will correct all deficiencies discovered during the SOVT. Major discrepancies/deficiencies that require more than six (6) hours to correct will be reported immediately to specified SPAWAR Charleston personnel designated in individual task orders. Upon completion of the SOVT, the Contractor will conduct on the job training for ship's personnel. The Contractor will provide the designated SPAWAR Charleston point of contact and the receiving activity with a certified operational system.

f. Material Acquisition and Support

The Contractor may be required to furnish installation hardware and material such as nominal quantities of cabling, terminal boards, junction boxes, nuts, bolts, or other nominal cost items (such as those listed in section 6 of this SOW) considered incidental to the performance of individual task orders. Installation material that is not incidental to an assignment will not be provided without prior approval from the Ordering Officer. A detailed list will be provided and a ceiling price will be established at the time a task order is placed.

g. Technical Assistance

The Contractor shall provide technical assistance directly to the ships for CASREP resolution, fault analysis, testing, and/or minor repair of various systems and equipment, as directed by individual task orders, to restore the units to operational status. The Contractor shall be prepared to provide on site personnel within 24 hours of notification for CONUS travel and within 72 hours for OCONUS travel, if required by the cognizant Navy Type Commander. These personnel shall be technically knowledgeable and capable of analyzing system problems and implementing corrective actions without direct assistance or support from SPAWAR personnel. To the extent specified in the task order, the Contractor shall be responsible for the minor repair of modules/subassemblies removed or returned from the ship in conjunction with each technical assistance visit and shall submit a failure and corrective action report after performing each repair task. If the unit is not repairable or if such repair is outside the scope of the assignment, the Contractor must immediately notify the designated SPAWAR Systems Center point of contact or In-Service Engineering Agent (ISEA) and obtain proper instructions for reporting and/or returning the item. Technical assistance may also involve collecting additional information for SPAWAR Systems Center Charleston, such as design, operation and equipment conditions, training and skill levels of site operators, engineering change status, initial calibration, re-calibration and maintenance problems. The Contractor shall report findings and analysis results and corrective action taken to support technical assistance provided.

h. Training

The contractor shall develop training procedures and conduct On-The-Job (OJT) training for specific equipment/systems as designated by SPAWARSYSCEN Charleston at the completion of all SOVT's and system grooms. The technician assigned to the task must be capable of providing "OJT" on designated systems without additional support from SPAWARSYSCEN Charleston or from contractor's support facility.

4.2.1 Deliverable Products. The contractor shall prepare and provide updates to, or initial documentation as required. The deliverable products for the above tasks include, but are not limited to:

- a. Comments and recommendations based on studies and assessments.
- b. System Safety/Human Engineering Plans, Procedures, and Task Reports including Data.
- c. Installation, de-installation, modification/repair services.
- d. Material acquisition to support installations.
- e. Training procedures for OJT.
- f. Failure and Corrective Action report for Technical Assistance.
- g. Trip Reports.
- h. Installation Development Plans (IDP)/Installation Control Drawings (ICD).
- i. As-built documentation.
- j. Monthly Status reports

4.2.2 Schedule. The deliverable products shall be provided on a continuous basis throughout the period of performance. Schedules will be provided in the Delivery Orders.

4.3 Task C – Drafting Support

4.3.1 Task Statement:

The Contractor shall prepare installation and fabrication drawings, diagrams, schematics and sketches of electronic systems or equipment, based on guidance furnished either in support of another task or on an as-ordered basis. All conventional drawings will be developed or revised in accordance with current applicable standards or as specified in individual task orders. As directed by the Delivery Order, the contractor shall prepare drawings manually or by Computer Aided Design (CAD). All CAD drawings will be developed or revised in accordance the latest technical specifications, or as specified in individual task orders, and by using equipment and software compatible with that used by SPAWAR personnel. As a minimum, the Contractor must be able to provide these

drawings in AutoCAD Version 13 (or higher) compatible electronic format and printed/plotted on A through F paper, vellum and/or Mylar, as required. Drawings and documentation may include, but not be limited to, the following:

- | | |
|---|------------------------------------|
| a. Equipment Arrangements (complete or partial) | i. Piping Diagrams |
| b. Mechanical Diagrams | j. Bill of Materials |
| c. Antenna Arrangements (complete or partial) | k. Weight and Moment |
| d. Block Wiring Diagrams (complete or partial) | l. References and Notes |
| e. Elementary Wiring Diagrams (complete or partial) | m. Equipment Nomenclature |
| f. HVAC Diagram | n. Nameplate Data |
| g. Cable Connection Sheets | o. Miscellaneous Installation Data |
| h. Foundations | p. Mechanical Diagrams |

4.3.2 **Deliverable Products.** The contractor shall prepare and provide updates to, or initial documentation as required. The deliverable products for the above tasks include, but are not limited to:

- a. Installation Development Plans (IDP)/Installation Control Drawings (ICD).
- b. As-built documentation.

4.3.3 **Schedule.** The deliverable products shall be provided on a continuous basis throughout the period of performance. Schedules will be provided in the Delivery Orders.

5.0 **SAMPLE ACTIVITIES**

The following listed programs/activities are examples for which the Contractor will be expected to provide Engineering, Installation, and Technical Support:

Privateer Patrol Coastal Threat Warning System	Privateer Mark V Threat Warning System
Ship Signal Exploitation Equipment (SSEE)	Classic Troll Submarine System
Battle Group Passive Horizon Extension (BGPHEs)	Silent Shield
RIGEL (Counter-Drug Unit)	Joint Threat Warning System (JTWS)
Signal Research Target Development (SRTD)	Multi-Platform Collection Capability (MPCC)
TAGOS Collection Systems	PROPHET
New Construction Platform (LPD-17, CVN -76 etc.)	Cryptologic Carry-On Program (CCOP)
Ship Signal Exploitation Space (SSES) Systems	Combat Direction Finding (CDF)
Cooperative Outboard Logistics Upgrade (COBLU)	Transportable Radio Direction Finding (TRDF)
Cryptologic Small Business Innovative Research (SBIR)	Tactical Sigint Technology (TST) Demonstration

6.0 **ACCESS TO SPAWARSCEN CHARLESTON LIBRARY AND DRAWING FILES**

The Contractor shall be responsible for obtaining and reproducing all drawings or copies of any documents required for the performance of the resultant contract. The Contractor may, from time to time, use the Government library and drawings files at SPAWAR Systems Center Charleston, provided:

- a. The Contractor takes the responsibility of ordering all required reference or other documents directly from the SPAWARSCEN Charleston Technical Library or Plan Files.
- b. Said requests are held to a minimum.
- c. Contractor requests do not interfere with SPAWARSCEN Charleston in-house requirements.

Inability of the Contractor to request any documents from SPAWARSCEN Charleston in a timely manner shall not constitute an excusable delay in delivery of work under the contract. Such delays shall be brought to the attention of the COR and the task order originator immediately.

7.0 **PROGRAM MANAGEMENT AND CONTROLS**

The Contractor shall appoint a Program Manager specifically assigned the responsibility of accomplishing the program tasks as set forth in this statement of work.

The Program Manager must reside in Charleston, SC. A large portion of the assignments under this contract will be performed outside the Charleston area, but the majority of those assignments will be from Government technical personnel living in the Charleston area. The Contractor shall indicate to the Government how close

contact and coordination by the Program Managers will be maintained in the management and execution of these tasks, particularly if they do not reside in Charleston, SC.

The Program Manager shall be the primary liaison for all program communications between the Government's Contracting Officer/COR and the Contractor. This person shall direct the Contractor's effort through a management system that will provide program progress visibility and assure on-time completion of contract requirements including, as a minimum, the following:

- a. Technical Performance
- b. Earned Value Analysis
- c. Proposed solutions to problems, cost and schedule controls
- d. Changes in program personnel

The Contractor shall exercise the program controls necessary to maintain visibility of funding and expenditures, schedule status, and performance levels. To the extent specified under individual task orders, the Contractor shall provide periodic program review presentations to designated Government representatives. The purpose of these reviews will be to identify tasks performed actual expenses vs. estimated costs, significant accomplishments, problems encountered and plans to resolve them. The Contractor shall also present the contract resource expenditure status and shall reflect the budget compared to the actual and forecasted expenditures of manpower and funds.

8.0 EQUIPMENT AND MATERIAL CONTROL

8.1 Government Furnished Property

The Government will provide only the following property subject to the limitations set forth below for use in the performance of this contract.

8.1.1 Information. The Government will make available to the Contractor any publications, specifications or standards required for performance of tasking onboard ships or at ship sites. When not available on site, the COR, or designated representative in the individual task order, will provide the necessary documentation. Publications, specifications or standards available on site may be retained by the contractor until completion of services being furnished under the task order or until the contractor's employees depart from the site, whichever comes first. The Contractor may be required to copy the documentation instead, however.

8.1.2 Equipment. The Government shall furnish all Special Purpose Test Equipment (SPETE) or special tools, when necessary to perform work on a particular task order. Individual task orders shall specify, to the extent known or anticipated, any special test equipment required to accomplish the work. SPETE is defined as that test equipment not specified in MIL-STD-1364H General Purpose Test Equipment, either by actual designation or the equivalent. Special tools are defined as those tools not identified as standard issue for the trade using them. When a specific piece of SPETE or specific tool is not available in the Government, the Contractor may be authorized to acquire or lease it and such cost will be noted in the delivery order.

8.1.3 Property Return and Disposal. Government Furnished Property (GFP) provided under this contract may be called for at any time by the Government and shall be returned within five (5) calendar days after notification. A verbal request shall constitute notification, but shall be followed up in writing. Any GFP declared non-repairable or unusable by the Government shall be disposed of as directed by the Government.

8.2 Contractor Furnished Property

The Contractor will provide the general property, vehicles, material/equipment handling resources and administrative office supplies (except as otherwise specified in this contract) necessary to perform the requirements specified herein and in individual task orders. In the proposal for this contract, the Contractor shall provide a list of major items, resources, equipment and/or tools available (whether owned or via arranged access) for use in the performance of work under this contract. (If the items are purchased as a result of an order from the Government, then said purchases become Government property). The proposed furnished property will become a binding part of this contract award. The following is offered as minimum guidelines and requirements:

8.2.1 Equipment. The Contractor shall furnish, at no direct cost to the Government, any General Purpose Test Equipment (GPETE), currently calibrated, as identified in MIL-STD-1364H, either by actual designation or the equivalent, required in the performance of individual task orders. Equipment also includes computers provided by

the contractor for its personnel and must be compatible with computers and computer systems used by SPAWAR Systems Center Charleston.

8.2.2 Tools. The Contractor shall furnish, at no direct cost to the Government, all standard tools necessary for work under this contract. Standard Tools are defined as those tools identified as standard issue for the trade using them.

8.2.3 Material. The Contractor may be required to furnish additional materials (such as fasteners, mountings, marking materials, electrical fittings and devices, and decking material) not available in the Government stock system in order to accomplish tasks issued under this contract. These items will be identified in the individual task orders and will be reimbursed in accordance with the provisions of this contract. Such items also become Government property and are to be returned upon task order completion, to the extent not used in preparing deliverables.

8.3 Control and Excess Material

The Contractor shall be responsible for maintaining all records pertaining to the receipt, storage and disposition of all Government-owned material and equipment acquired (whether procured or GFE) under this contract. An inventory shall be maintained in accordance with FAR/DFARS guidance for each applicable task order and shall specify the nomenclature, manufacturer, description, quantity, task order number and cost of each item. The Contractor shall provide a monthly, or upon request, listing of all material in the company's possession and a listing of material delivered to the end user. Within 15 days after task completion, the Contractor shall notify the designated SPAWAR technical and materiel personnel, in writing, of excess items and request disposition instructions prior to finalizing the task order. The Contractor may be required to stage excess material in company facilities for a short duration, not to exceed 90 days.

The Contractor shall also submit DD Form 1662's in accordance with clause G-320 of this contract.

9.0 QUALITY CONTROL AND ASSURANCE

9.1 Quality Control

The quality of all services rendered hereunder shall conform to the highest standards, such as ISO 9000, in the relevant profession, trade, or field of endeavor. The Contractor shall have and maintain a documented quality control system that will ensure that the end product of each task will conform to contract requirements, whether produced by the Contractor or procured from approved subcontractors or vendors. The quality control procedure will provide for control over all phases of the tasking, from initial manning and material ordering to completion of final tasking before offering to the Government for acceptance.

The procedure will cover all aspects of the tasks under this contract and shall include the administration of the quality control system, organizational charts which depict the place of quality control functions, and persons (including titles) responsible for performing quality control functions.

Successful performance of this contract requires that the prime Contractor have a NAVSEA approved AIT Quality System in place at the time the solicitation is issued. The quality system will address the relevant NAVSEA standard items, currently FY-2003, applicable to the work anticipated under this contract.

9.2 Quality Assurance

The Contractor shall provide and maintain a Quality Assurance (QA) inspection system in accordance with current industry standards. Unless otherwise directed, the Contractor is responsible for the performance of all inspection requirements as specified in the Quality Control Procedures. The Government reserves the right to perform any inspections deemed necessary to assure that all services, engineering drawings and related documents conform to prescribed requirements and to reject any or all services, engineering drawings and related documents when nonconformance is established.

The Contractor shall provide and maintain an adequate system for the detailed examination and technical review of all engineering drawings and related documents to be supplied under this contract. The system shall assure the conformance of the engineering drawings and related documents to all requirements specified herein. The system, including the procedures, shall be documented and shall be subject to review by a designated SPAWAR Systems Center Charleston representative. The control system is subject to the approval/disapproval of said representative based on its conformance to the requirements specified in the contract.

9.2.1 Engineering Drawing Control Procedures. The Contractor's procedures shall adequately ensure the following:

- a. Assignment of specific personnel responsible for site survey data collection, IDP preparation, detailed examination and submission to SPAWARSYSCEN Charleston for final review and approval
- b. Qualified personnel assigned to perform ship checks, IDP preparation, sketches, fabrication details, engineering drawings and in-house review
- c. Procedural flow of engineering drawings, sketches and other documentation to result in a quality product and timely delivery
- d. Review of material selection with respect to adequacy of application, cost efficiency, availability and meeting specified requirements
- e. Review for standardization with respect to engineering drawings and referenced documents
- f. Items and specification selection are in accordance with appropriate military standards, other standards, specifications or requirements of this SOW or individual task orders
- g. Check lists are used in the detail examination, review and final approval of all engineering drawings and related documents. These check lists shall indicate each examination that will be performed to verify conformance of the engineering drawings and related documents to the applicable requirements of this specification. These check lists shall be provided with all engineering drawings submitted
- h. Methods used in manufacturing, production and engineering changes have been incorporated into the engineering drawings and related documents
- i. Safeguarding of classified and/or proprietary information
- j. Prevention, ready detection and elimination of discrepancies to allow for timely and positive corrective action.

9.2.2 Acceptance Criteria. Engineering drawings shall be examined to determine compliance with the requirements specified herein and the acceptance criteria of commercial and industry standards.

9.2.3 Nonconforming Drawings and Related Documents. Failure of an engineering drawing or related document to conform to any of the applicable requirements of this specification will result in the rejection of the nonconforming document and will require correction. Nonconforming engineering drawings and related documents shall be re-examined after correction of all discrepancies. The Contractor shall identify the deficiencies corrected and the action taken to prevent recurrence.

9.2.4 Certification. The signature of a Senior Electronics Engineer, having final approval authority on the original drawing list, cover sheet or other certifying document, shall constitute a certification of compliance with all requirements of the Contractor's control system, with this specification and with the contract. It also constitutes certification that 100 percent examination of all drawings has been performed.

10.0 REQUIRED STANDARD OF WORKMANSHIP

Drawings, data and other work products shall be completely and thoroughly checked and reviewed by the Contractor for technical accuracy, compliance with industry standards, and completeness within the provisions of each task order issued against the contract. Review shall be so extensive that detailed review by the Government shall not be necessary.

Any corrections to drawings or other work products found necessary due to error or omission by the Contractor shall be accomplished promptly by the Contractor.

All original drawings to be furnished shall be reviewed and approved by one of the Contractor's Senior Electronic Engineers prior to delivery to the SPAWAR Systems Center Charleston technical point of contact for 100% review and acceptance.

All drawings developed by the Contractor shall represent a practical engineering solution based on the best trade-off between total cost, performance, reliability, maintainability, availability of material, labor and industrial capability, state-of-the-art techniques and equipment, and timely accomplishment of the task.

The design will meet all requirements specified in an individual task order and be presented on a format consistent with the specified requirements and design guidelines and instructions in force on the start date of and as specified in the task order. Maximum utilization of existing "class" drawings, Navy and general acceptable industrial drawing standards will be made. Redrawing or tracing in whole or in part of existing class or standard

drawings will not be permitted unless specifically authorized in writing by the SPAWAR Systems Center Charleston Project Engineer or technical representative.

The Contractor shall be responsible for producing interference-free, technically accurate drawings and shall be responsible for immediately calling to the attention of the designated SPAWARSYSCEN Charleston point of contact, orally and in writing, any interface and interference problems.

Drawing format and drafting practices shall conform to requirements of commercial and industry standards. Specifically, shipboard drawings will comply with NAVSEA Technical Specification 9090-600 or the latest AIT guidance/specification from NAVSEA or other designated authority. When engineering drawings and/or associated lists classification are required in various levels, commercial and industry standards shall be used. Drawing format shall be at the direction of the SPAWARSYSCEN Charleston technical point of contact.

Unless otherwise specified in this contract or in individual task orders, the Contractor shall be required to deliver engineering drawings in a form that will be compatible for use with a Computer Aided Design (CAD) System in use by the SPAWAR Systems Center technical representatives. The Contractor shall supply all computer and information technology equipment necessary to support this effort.

11.0 **TEST AND CHECKOUT**

The Contractor shall conduct tests as part of each "installation" to prove that all equipment and systems comply with the performance specifications outlined in the applicable technical manuals or test specifications. This applies to all equipment whether new, previously installed or relocated with each task order. Preliminary visual and continuity tests shall be performed on all signal and power cables and all cross connects to ensure that proper termination has been made and no shorts exist before energizing each system.

12.0 **SAFETY**

The Contractor shall review and implement systems safety programs to identify and analyze safety hazards for the various systems, equipment, and programs under SPAWAR cognizance. Hazards shall be evaluated and resolved as they are discovered. The Contractor shall provide a systems safety statement that the system/equipment, when operated, maintained, stored, handled, and disposed of according to instructions prepared by the Contractor, will not result in injury or death to personnel or damage to or loss of equipment or property. These instructions shall not conflict with the mission requirements of the system/equipment.

Since the majority of work being performed under this contract is on electrical systems and may also be accomplished at various heights in the case of aerial installations, the maximum safety precautions shall be taken. The Contractor is to use the appropriate safety equipment and procedures that may apply to the various tasks accomplished under this contract. As a minimum, the Contractor shall provide all personal safety equipment, in working order, (such as hard hats, safety/steel-toed shoes, goggles, hearing protection and non-flammable clothing for hot-work) required in performance of work under this contract.

It shall be the Contractor's responsibility to perform all tasks in such a manner as to insure the safety of employees, other personnel, and Government property. During the performance of tasks, if it becomes apparent at any time that continuation of work may result in damage to equipment or structures, or injury to personnel, the Contractor must stop that portion of work and report the circumstances immediately to the COR. It shall be the Contractor's responsibility to comply with all applicable federal, state and local safety regulations, procedures and instructions.

It shall be the Contractor's responsibility to adhere to all applicable Occupational Safety and Health Act standards and documents during performance of tasks under this contract.

13.0 **CLEAN-UP**

It shall be the Contractor's responsibility, while performing tasks under this contract, to maintain all work areas in a neat and orderly manner and to routinely remove and dispose all unused materials and waste in a proper manner.

The Contractor shall, at all times, keep the working area free of all waste materials. Due caution shall be exercised at all times and preventive measures employed to prevent dust, waste materials or other contaminants, from entering or damaging existing or new equipment. Upon completion of all work, the Contractor's equipment, unused materials and all debris shall be removed from the site and the area left in a neat condition. Interior working areas shall be vacuum-clean and all debris must be removed from wire ways upon completion of the task.

14.0 **FACILITIES/PERSONNEL SECURITY**

14.1 **FACILITIES**

As part of the cost proposal for this contract, the Contractor shall propose the facility arrangements deemed necessary to support the functions, operations and requirements in this Statement of Work. The proposed arrangements will be incorporated as an official part of the contract.

Due to the support work required by SSC Charleston, and to facilitate coordination and on-site technical support, the contractor shall have an engineering and general administrative office within "one hour's driving time" of SSC Charleston. Also, ancillary requirements of the facilities shall include warehouse space, lab space, equipment assembly area, and conference room (GENSER Secret). This facility must have a Top Secret Facility Clearance and any laboratory area(s) must be certified by the Defense Security Service (DSS) for up to Secret information, in accordance with Sections 5-801, 5-901, 5-902, 5-904, and 5-905 of the National Industrial Security Program Operating Manual (NISPOM) requirements. In order to facilitate discussions of a classified nature between sites, the contractor's office must be equipped with secure voice communications equipment (STU III). If the offeror does not currently have tenancy of the facilities proposed, the offeror must demonstrate that suitable facilities have been located and arrangements have been made to obtain these facilities within 30 days of contract award. The offeror shall include a point of contact such as a real estate agent and telephone number.

The Contractor shall provide sufficient environmentally controlled spaces for personnel, document storage and equipment, as appropriate, to support the functions of this contract. The Contractor shall also have provisions for generation and secure storage of and timely access to classified (up to Secret) documentation and material at each primary location.

For the functions required in support of installation efforts (such as short term material storage, packaging, shipping, painting, drafting, fabrication, etc.), the Contractor shall propose a plan to SPAWAR Systems Center Charleston that demonstrates the company has (or has access to) the assets and resources required to complete all assignments. Expansion facilities should be considered to support surge requirements or future program tasking.

All facilities shall be electronically connected with each other and with SPAWAR Systems Center Charleston locations through either a Wide Area Network (WAN) or a dial-in system, such as Microsoft Exchange, within six months of award. This connection will support efficient data and e-mail transfer between Contractor and Government personnel and allow for collaborative planning tools (such as video teleconferencing) or other beneficial business solutions proposed by the Contractor.

14.2 **PERSONNEL SECURITY REQUIREMENTS**

It is required that certain personnel proposed for this requirement SHALL hold a Top Secret (SCI) security clearance as specified in the table below. As a minimum the following personnel SHALL possess the specified security clearance prior to performance under the contract.

<u>LABOR CATEGORIES</u>	<u>NUMBER OF EMPLOYEES</u>	<u>CLEARANCE</u>
PROGRAM MANAGER	1	TS/SCI
SENIOR ELECTRONIC ENGINEER	1	TS/SCI
ELECTRONIC ENGINEER	1	TS/SCI
SUPERVISORY ELECTRONICS TECH	1	TS/SCI
ELECTRONIC TECHNICIAN III	2	TS/SCI
ELECTRONIC TECHNICIAN II	2	TS/SCI
ELECTRONIC TECHNICIAN I	2	TS/SCI

Additional personnel may be required to obtain TOP SECRET or TOP SECRET (SCI) Security clearances during contract performance.

15.0 **PRIOR WRITTEN PERMISSION REQUIRED FOR MISCELLANEOUS SUBCONTRACTS**

The Contractor must obtain prior written consent from the Contracting Officer before services exceeding \$50K, or 10% of the individual task order, whichever is greater, can be subcontracted or performed by persons other than the Contractor or its established subcontractor(s), as proposed and negotiated upon contract award, or their employees.

16.0 **PERSONNEL QUALIFICATIONS**

Because of the broad range and advanced technology of the activities to be supported under this contract, the Government requires the contractor to provide highly skilled and experienced personnel in several specific disciplines for the program management, logistics and configuration management roles. The contractor shall also be required to provide an adequate pool of highly skilled and experienced personnel who can support any of the sample activities described.

In order to ensure timely transition, a minimum of five (5) of the staff with current SSBIs or SBIs must have been successfully adjudicated for Sensitive Compartmented Information (SCI) access under a Government program.

16.1 **ACADEMIC REQUIREMENTS FOR PROFESSIONAL ENGINEERING POSITIONS**

Designees must possess an Engineering Bachelor's or higher degree from a college or university whose program has been accredited by the Accreditation Board for Engineering and Technology (<http://www.abet.org/>) or one of the following:

a. **Professional Registration** - Designees must have current registration as a professional engineer by any state, the District of Columbia, Guam or Puerto Rico. However, those designees who achieved such certification by means other than a written test (e.g., State grandfather or eminence provisions) are eligible only for positions that are within or closely related to the specialty field of their registration. For example, a designee who attains registration through a State Board's eminence provision as a manufacturing engineer typically would be eligible only for manufacturing positions.

b. **Related curriculum**- Designees must possess a bachelor's or higher degree in Engineering Technology from a college or university whose program has been accredited by the Accreditation Board for Engineering and Technology ** or in an appropriate professional field (e.g. Physics, Chemistry, Computer Science or Mathematics). The program's curriculum must include differential and integral calculus, and courses (more advanced than first-year physics and chemistry) in five of the following seven areas of engineering science or physics:

- (1) Statics and dynamics
- (2) Strength of materials (stress-strain relationships)
- (3) Fluid mechanics and hydraulics
- (4) Thermodynamics
- (5) Electrical fields and circuits
- (6) Nature and properties of materials (relating particle and aggregate structure to properties) and
- (7) Any other comparable area of fundamental engineering science or physics (such as optics, heat transfer or electronics).

The courses must be fully acceptable toward meeting the requirements of a professional engineering curriculum.

16.2 **SUMMARY OF MINIMUM PERSONNEL QUALIFICATIONS**

The qualifications for all personnel labor categories required by this contract are as follows:

16.2.1 **Program Manager**

Key Personnel

a. **Education**: Bachelor degree in Business, Engineering or Management. An advanced degree in Management or a related field is desired.

b. **Experience**: Minimum of 15 years in the acquisition, installation and life cycle support of Navy shipboard electronics systems, with primary emphasis in communications, cryptographic, cryptologic, or electronic warfare. Professional level management experience shall include:

- (1) Five years as a successful manager of teams of skilled professionals, technical and support personnel.
- (2) Demonstrated ability to interface effectively with customers and to delivery quality products and program/project conclusions on time and within budget.
- (3) Demonstrated ability to plan, organize, coordinate and administer work assignments set forth in delivery orders, and to ensure that all reports are prepared and submitted as required.

c. Special Requirements: The Contractor will provide one Program Manager responsible for all shipboard assignments issued under this contract. This Program Manager will be the primary technical liaison with SPAWAR Systems Center Charleston personnel and the COR and shall possess the written and oral communications skill commensurate with this management role. The Manager shall have an SCI clearance.

16.2.2 Senior Electronics Engineer

Key Personnel

a. Education: Bachelor of Science degree or a Masters of Science degree in Electrical/Electronic Engineering or equivalent academic requirements as stated in Section 16.1.

b. Experience: Minimum of 10 years (with a Master's degree) or 12 years (with a Bachelor's degree) in the design, acquisition, field service, installation, test and life cycle support of Navy shipboard electronics systems, with primary emphasis on communications, cryptographic, cryptologic, or electronic warfare. Professional level engineering experience shall include:

- (1) Six years with complex technical projects in information systems applicable to INFOSEC, SIGSEC, SIGINT, COMSEC or other Navy communications-based systems
- (2) Four years direct experience in at least 2 of the following areas:
 - a. INFOSEC/TEMPEST concepts and requirements
 - b. Communications systems integration
 - c. Red/Black criteria
 - d. Computer networking design, integration, installation and test
 - e. Telecommunications or C4I systems production and installation
 - f. Industrial production operations, ILS planning and management
 - g. Technical development of product milestone scheduling
 - h. Systems requirements analysis
 - i. Hardware & Software requirements analysis, design, integration, development and test

c. Special Requirements: At least one person in this category shall have 3 years Red/Black criteria experience for installation. One year of full-time advanced education can substitute for one year of required experience. At least one person shall have an SCI clearance.

16.2.3 Electronics Engineer

Key Personnel

a. Education: Bachelor of Science degree in Electrical/Electronic Engineering or equivalent as stated in Section 16.1.

b. Experience: Minimum of 6 years at the professional level with responsible engineering duties including the following:

- (1) Four years in acquisition, installation and life cycle support of Navy shipboard or ship electronic systems, primarily in communications, computers, cryptographic, cryptologic, or electronic warfare.
- (2) Two years in shipboard design, repair, modification and field operation, maintenance and test of these systems in accordance with MIL-STD procedures.

c. Special Requirements: At least one person in this category shall have 2 years Red/Black criteria experience for installation. At least one person shall have an SCI clearance.

16.2.4 Junior Electronics Engineer

a. Education: Bachelor of Science degree in Electrical/Electronic Engineering or equivalent as stated in Section 16.1.

b. Experience: Minimum of 2 years at the professional level with responsible engineering duties including the following:

- (1) One year in acquisition, installation and life cycle support of Navy shipboard electronic systems, primarily in communications, computers, cryptographic, cryptologic, or electronic warfare.
- (2) One year in shipboard design, repair, modification and field operation, maintenance and test of electronic systems in accordance with MIL-STD procedures

16.2.5 **Drafter III**

a. **Education:** Successful completion of a full-time technical or trade school in Drafting, including Computer Automated Design (CAD) operations. Must have AutoCAD Operator's Certification.

b. **Experience:** Minimum of 6 years in the graphical presentation of complex engineering data using required military practices and working with official drawing guidelines, specifications and procedures.

(1) General experience must include the following assignments:

- a. Preparation of complete sets of drawings, including multiple views, detailed designs and assembly drawings for engineering systems, structures and electrical or electronic system installations
- b. Visualization and portrayal of detail design features
- c. Use of mathematical formulas to compute weights, load capacities, unit dimensions, quantities of material, etc.
- d. Determining appropriate views, details and supplemental information needed
- e. Selecting required information from precedents, manufacturer's catalogs and technical guides
- f. Sufficient technical knowledge of systems to independently resolve problems and recommend minor design changes when necessary
- g. Analyzing the effect of changes on the details of form, function and positional relationships of components and parts.

(2) Specific experience must include the following:

- a. Two years performance of unaccompanied ship checks and site surveys to verify details of and to revise engineering drawings and installation plans for equipment and systems.
- b. Two years performance as a Drafting Supervisor, the duties of which include performing and advising lower-level drafting personnel on the proper preparation of drawing packages (including, but not limited to, SIDs, SHIPALTs, TEMPALTs, ICDs, IDPs, and as-built drawings).

16.2.6 **Drafter II**

a. **Education:** Successful completion of a full-time technical or trade school in Drafting, including Computer Automated Design (CAD) operations. Must have AutoCAD Operator's Certification.

b. **Experience:** Minimum of 4 years in the graphical presentation of complex engineering data using required military practices and working with official drawing guidelines, specifications and procedures.

(1) General experience must include the following assignments:

- a. Preparation of complete sets of drawings, including multiple views, detailed designs and assembly drawings for engineering systems, structures and electrical or electronic system installations
- b. Visualization and portrayal of detail design features
- c. Use of mathematical formulas to compute weights, load capacities, unit dimensions, quantities of material, etc.
- d. Determining appropriate views, details and supplemental information needed
- e. Selecting required information from precedents, manufacturer's catalogs and technical guides
- f. Sufficient technical knowledge of systems to independently resolve problems and recommend minor design changes when necessary
- g. Analyzing the effect of changes on the details of form, function and positional relationships of components and parts

(2) Specific experience must include the following:

- a. One year's performance of unaccompanied ship checks and site surveys to verify details of and to revise engineering drawings and installation plans for equipment and systems.
- b. One year performing and advising lower-level drafting personnel on the proper preparation of drawing packages (including, but not limited to, SIDs, SHIPALTs, TEMPALTs, ICDs, IDPs, and as-built drawings)

16.2.7 **Drafter I**

a. **Education:** Successful completion of a full-time technical or trade school in Drafting, including Computer Automated Design (CAD) operations. Must have AutoCAD Operator's Certification.

b. **Experience:** Minimum of 2 years in the graphical presentation of complex engineering data using required military practices and working with official drawing guidelines, specifications and procedures.

- (1) General experience must include the following assignments:
 - a. Preparation of complete sets of drawings, including multiple views, detailed designs and assembly drawings for engineering systems, structures and electrical or electronic system installations
 - b. Visualization and portrayal of detail design features
 - c. Use of mathematical formulas to compute weights, load capacities, unit dimensions, quantities of material, etc.
 - d. Determining appropriate views, details and supplemental information needed
 - e. Selecting required information from precedents, manufacturer's catalogs and technical guides
 - f. Sufficient technical knowledge of systems to independently resolve problems and recommend minor design changes when necessary
 - g. Analyzing the effect of changes on the details of form, function and positional relationships of components and parts
- (2) Specific experience must include the following:
 - a. One year in proper preparation of drawing packages (including, but not limited to, SIDs, SHIPALTs, TEMPALTs, ICDs, IDPs, and as-built drawings)

16.2.8 **Supervisory Electronic Technician**

Key Personnel

- a. **Education:** Graduate of a four-year Apprentice Program in Electronics or Communications or Associate degree in Electronics or Communications; or graduate of Military Class A and/or B school in Electronics or Communications.
- b. **Experience.** Minimum of fifteen years hands-on experience in the field of naval electronic systems and equipment. This experience must include operational, maintenance and managerial work assignments in the following specific fields:
 - (1) Fleet cryptologic systems (e.g. Portable Electronic Warfare Support Measures, Ship Signal Exploitation, Combat DF, Outboard, etc.)
 - (2) Ship/Submarine external Satellite Communications subsystems communications and Fleet equipment, systems and
 - (3) Systems design, installation design, installation testing, checkout, and in-service engineering support of these systems and equipment
 - (4) Electronic systems integration, system interface design and interoperability studies
 - (5) Development of Operational and Management Plans including ILS, OLSS, Configuration Management and Program Administration.
- c. **Special Requirements:** Designee(s) plans, organizes, coordinates and administers specific tasks as specified in individual orders under this contract. Designee(s) makes work assignments to individuals under his supervision, ensures that the assigned tasks are accomplished in accordance with appropriate schedules and meet operational and quality requirements, and ensures that required reports are properly prepared and submitted. A sound theoretical and practical knowledge of management principles and personnel management is required as well as knowledge of Naval Directives. At least one person shall have an SCI clearance.

16.2.9 **Electronics Technician III**

Key Personnel

- a. **Education:** Graduate of a four-year Apprentice Program in Electronics or Communications; Associate degree in Electronics or Communications; or graduate of Military Class A and/or B school in Electronics or Communications.
- b. **Experience:** Minimum of 10 years with a demonstrated extensive and thorough knowledge of the principles of electricity, electronics, shipboard and/or ship installations, and shop supervision. Assignments must show progressively higher levels of technical and leadership responsibilities, particularly the ability to lead technical work and personnel in complex tasks onboard Navy ships or at Naval ship sites. Must have ability to interpret & work from blueprints, drawings, technical manuals, handbooks and other technical documentation and ability to evaluate and correct technical problems. Must possess sufficient technical skills to work independently and to provide guidance to and review the work of lower-level technicians. Specific experience includes the following:
 - (1) Six years hands-on technical experience in the troubleshooting, repair, operation, installation, test and checkout of Navy ship or ship electronics and communications systems, antennas and supporting structures,

red/black secure systems, cryptographic and cryptologic equipment, electronic warfare and RF distribution systems, and navigation systems and equipment in accordance with Military Standards.

(2) Four years experience in supervision and shop practice responsibilities, including overseeing multiple trades, scheduling and managing multiple projects and managing an installation organization.

c. Special Requirements: At least one person at each major Contractor facility shall have 6 years experience in Quality Assurance (QA) and Quality Control (QC) and will be a certified QA/QC Inspector. At least two persons in this category shall have an SCI clearance.

16.2.10 **Electronics Technician II**

a. Education: Graduate of a four-year Apprentice Program in Electronics or Communications; Associate degree in Electronics or Communications; or graduate of Military Class A and/or B school in Electronics or Communications.

b. Experience: Minimum of 6 years with a demonstrated extensive and thorough knowledge of the principles of electricity, electronics, shipboard and/or ship installations, and shop supervision. Assignments must show progressively higher levels of technical and leadership responsibilities, particularly the ability to lead technical work and personnel in complex tasks onboard Navy ships or at Naval ship sites. Must have ability to interpret & work from blueprints, drawings, technical manuals, handbooks and other technical documentation and ability to evaluate and correct technical problems. Must possess sufficient technical skills to work independently and to provide guidance to and review the work of lower-level technicians. Specific experience includes the following:

(1) Four years hands-on technical experience in the troubleshooting, repair, operation, installation, test and checkout of Navy ship or ship electronics and communications systems, antennas and supporting structures, red/black secure systems, cryptographic and cryptologic equipment, electronic warfare and RF distribution systems, and navigation systems and equipment in accordance with Military Standards.

(2) Two years experience in supervision and shop practice responsibilities, including overseeing multiple trades, scheduling and managing multiple projects and managing an installation organization.

c. Special Requirements: At least two persons in this category shall have an SCI clearance.

16.2.11 **Electronics Technician I**

a. Education: Graduate of a four-year Apprentice Program in Electronics or Communications; Associate degree in Electronics or Communications; or graduate of Military Class A and/or B school in Electronics or Communications.

b. Experience: Minimum of 2 years with a demonstrated knowledge of the principles of electricity, electronics, shipboard and/or ship installations, and shop practices. Must have ability to interpret & work from blueprints, drawings, technical manuals, handbooks and other technical documentation. Specific experience includes the following:

(1) Two years hands-on technical experience in the troubleshooting, repair, operation, installation, test and checkout of Navy ship or ship electronics and communications systems, red/black secure systems, cryptographic and cryptologic equipment, electronic warfare and RF distribution systems and navigation systems and equipment in accordance with Military Standards.

c. Special Requirements: At least two persons in this category shall have an SCI clearance.

16.2.12 **Electrical/Electronics Assembler**

a. Education: Graduate of High School or completion of GED equivalent.

b. Experience: Minimum of one (1) year working with senior technicians, under close supervision, and following specific instructions and procedures. Troubleshooting and technical problems will be referred to senior technical personnel. Assignments shall include experience with the following:

- (1) Using various hand tools
- (2) Reading wiring tables and cable running sheets
- (3) Assembling various parts of electronics equipment and devices
- (4) Installing connectors and pins on multi-conductor cables

- (5) Performing continuity tests
- (6) Attending approved soldering school

16.2.13 **Welder**

- a. **Education**: Graduate of High School or completion of GED equivalent.
- b. **Experience**: Minimum of 4 years direct experience in electric arc, gas shielded arc and gas welding. Must be capable of executing welds in all positions, with all types of metals and alloys in various shapes (including pipes, structural forms, plates, sheet metal, bar stock, machinery and equipment). Specific assignments shall include the following:
 - (1) Welding metal components together to fabricate or repair foundations and supports for the mounting of shipboard or ship site electronic equipment according to layouts, blueprints or work orders
 - (2) Using brazing and a variety of arc and gas welding equipment
 - (3) Welding metal parts together using both gas welding or brazing and any combination of arc welding processes
 - (4) Thermal cutting and grinding
 - (5) Locating and repairing cracks, filling holes, and increasing the size of metal parts
 - (6) Working from blueprints, drawings and manuals
 - (7) Following and interpreting oral and written instructions independently
- c. **Special Requirements**: Must pass employer performance tests and/or standard qualification tests to obtain certification of Government agencies or professional or technical associations. Must be qualified for specific material and process in accordance with MIL-STD-248.

16.2.14 **Skilled Craftsman**

- a. **Education**: All designees must be a high school graduate or completed a GED equivalent
- b. **Experience**: This Labor category is intended to provide the skilled trades necessary to accomplish various fabrication/manufacturing tasks and includes the labor categories of Painter, Sheet Metal Worker and Machinist possess the following skills:

Painter: At least five years experience In the preparation of aluminum and steel for painting to include surface preparation such as degreasing and chemical conversion coatings. Selects and applies proper primer/surfacers and finishes using enamels, polyurethanes, epoxies and electrostatic coatings on fabricated products.

Sheet-Metal Mechanic: At least five years experience in fabrication assembly, installation and repair of sheet metal products by the selection of proper types of metal, locating and making dimensions, setting up and operating various equipment such as shears, brakes, bending rolls, punch and drill presses to cut, bend and shape metal. May also set up and operate soldering and welding equipment to form together metal parts, inspect assemblies and ensure conformance using various test and measuring equipment. Individuals working in the category shall be expected to demonstrate the ability to work from blueprints and drawings, technical specifications and manuals

Machinist Mechanic: At least four years experience as a machinist in setting up and operating various machine tools such as lathes, boring mills, job borers, milling machines, shapers, planers, precision grinders, numerically controlled machine tools, drill presses, etc. Makes standard and complex setups and alignments from blueprints, sketches or other instructions. Selects proper tools, performs precision handwork and performs routine maintenance and overhaul of various tools.

16.2.15 **Laborer/Helper**

- a. **Education**: Graduate of High School or completion of GED equivalent.
- b. **Experience**: Perform the physical tasks to transport and store material and merchandise to, from and within ship locations. Duties include the following:
 - (1) Manual loading and unloading of freight cars, trucks, and other vehicles
 - (2) Unpacking, shelving, and placing items in their proper storage location
 - (3) Transporting goods by hand-truck, cart, wheelbarrow, or light truck
 - (4) Assisting technicians and engineers where no technical expertise or education is required.

16.2.16 **Logistician**

Key Personnel

- a. **Education:** Graduate of High School or completion of GED equivalent. A Bachelor's degree in a scientific field or graduation from the Navy Logistics Intern Program is desired.
- b. **Experience:** Minimum of 5 years in the development and application of Integrated Logistics Support documentation. Assignments must show progressively higher levels of responsibility and provide knowledge and skills in the following areas:
 - (1) Development of reliability, maintainability and availability specifications and test plans
 - (2) Implementation and utilization of Navy OLSS, ILS, C24 and training plans and documentation
 - (3) Preparation of life cycle cost analyses, reliability/maintainability test plans and predictions, and human reliability predictions
 - (4) Thorough familiarization with applicable military standards, handbooks and instructions
 - (5) Working knowledge of the development and management of logistics data, such as technical manuals, Allowance Parts Lists (APL) and Planned Maintenance (PM) documents
 - (6) Understanding and application of the numbering integration and control of shipboard logistics data/hardware configuration relationship
 - (7) Extensive and thorough knowledge of the US Navy logistic organizational functions and procedures involving all phases of supply (inventory, shipping/receiving, packaging and preservation, warehousing, etc.), including required or applicable documentation
 - (8) Familiarization with electronic equipment, field change kits, spare parts lists and other related and required materials
 - (9) Ability to collect, organize and develop into clear, concise reporting formats, accurate logistical data for configuration control and equipment tracking and storage
 - (10) Ability to clearly express, in technical terminology, accurate logistic data
 - (11) Knowledge of data processing procedures to prepare for computer input

16.2.17 **Technical Writer**

- a. **Education:** Bachelor of Science degree in Electrical/Electronic or Digital Engineering or equivalent as stated in section 2 (+2 years experience); Bachelor degree in English or related field (Journalism, Communication Arts, etc.) (+4 years experience); or Associate degree in Electrical/Electronic or Digital Engineering or equivalent as stated in section 2 (+ 6 years experience).
- b. **Experience:** Minimum of 2 years (with Bachelor of Science degree), 4 years (with Bachelor degree in English) or 6 years (with Associate degree) development of formal technical documentation in the field of electrical, electronic or digital engineering, including documentation of US Naval electronic systems. Must be familiar with applicable Military standards in developing this documentation.
- c. **Special Requirements:** In lieu of the formal education specified above, 8 years of directly related experience meeting the technical requirements specified is acceptable.

16.2.18 **Supply Technician**

- a. **Education:** Graduate of High School or completion of GED equivalent.
- b. **Experience:** Minimum of 3 years performing limited aspects of technical supply management work (such as inventory, storage, cataloging and property utilization) related to depot, local, or other supply activities. Work is usually segregated by commodity area or function and controlled in terms of difficulty, complexity or responsibility. Must have the ability to order material from a drawing list of material and have sufficient knowledge to find substitutes and alternative sources. Specific experience shall include the following:
 - (1) A minimum of one year in logistics support (including acquisition, management and distribution of material, equipment and resources) for tasks or projects involving electronic/electrical repair and installation
 - (2) Familiarization with DoD and Navy Supply Systems to ensure proper transfer of GFE, GFM and CFM.

16.2.19 **Word Processor II**

- a. **Education:** Graduate of High School or completion of GED equivalent.
- b. **Experience:** Minimum of 2 years in operation of computer systems with proficiency in various word processing programs (such as MSWord and WordPerfect) and spreadsheets (such as Lotus 123 and Excel).

Minimum typing speed of 50 WPM without errors is required. Must have the ability to type technical documents, such as specifications, reports, military specifications or standards, and technical Statements of Work. Must have the ability to organize and manage routine office operations, to perform minor tasks involving math (counting and recording events in forms, reports, etc.), and to assist in the performance of minor logistical tasks.

16.3 KEY PERSONNEL

The Key Personnel for this contract are as follows:

1. Program Manager
2. Senior Electronics Engineer
3. Electronics Engineer
4. Supervisory Electronics Technician
5. Electronic Technician III
6. Logistician

C-313 SECURITY REQUIREMENTS

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. (1) involves access to and handling of classified material up to and including SCI.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer, SPAWARSCEN Charleston, Code 0A1, P.O. Box 190022, North Charleston, SC 29419-9022

C-314 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD Form 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) and excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the activity Property Administrator, a copy of the physical inventory listing.

C-315 WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at **SPAWARSCEN Charleston, SC and Norfolk, VA** is **0730-1630**. Work at this Government installation shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal work week for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-319 LIABILITY INSURANCE--COST TYPE CONTRACTS

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

C-324 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

(a) If performance of any work under this contract is required at a Space and Naval Warfare Systems Center Charleston (SPAWARSYSCEN Charleston) facility, the Contractor shall contact the SPAWARSYSCEN Charleston Safety Office, prior to performance of ANY work under this contract.

(b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal, and/or Navy regulations (i.e., NOSCINST 5100.5C, Occupational Safety and Health Manual) protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

(c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are

familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the SPAWARSYSCEN Charleston facility where work is performed.

C-325 KEY PERSONNEL

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first thirty (30) days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial thirty (30) day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel:

<u>Name</u>	<u>Contract Labor Category</u>
	Program Manager (SOW paragraph 16.2.1)
	Senior Electronics Engineer (SOW paragraph 16.2.2)
	Electronics Engineer (SOW paragraph 16.2.3)
	Supervisory Electronics Engineer (SOW paragraph 16.2.8)
	Electronic Technician III (SOW paragraph 16.2.9)
	Logistician (SOW paragraph 16.2.16)

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

C-326 DELIVERY/TASK ORDER PROCEDURES – ALTERNATE I

Both level of effort (term) and completion type orders may be issued under this contract. Each delivery or task order will include the order type deemed appropriate by the Government.

(a) *Procedures.* Each delivery/task order shall be placed in accordance with the following procedures:

(1) Upon identification of a requirement, the Contracting Officer's Representative (COR) or originator shall contact the Contractor for the purpose of arriving at a common understanding of the technical components which constitute the basis for performance under this delivery/task order and identifying the elements necessary for preparing a detailed Statement of Work (SOW) which contains sufficient definition to allow all parties to clearly identify an end product consistent with the scope of the contract.

(2) Within five (5) days, the Contractor shall submit to the COR and/or originator a signed submittal which includes a complete SOW, breakdown of labor, material, and ODCs in accordance with Section B of the basic contract. Discussions may be held with the contractor to resolve/clarify any discrepancies. After both parties have reached agreement regarding the technical requirements of the SOW and the cost estimate, the Contractor and the COR and/or originator shall sign and date the document to signify their common understanding of the delivery/task order requirements. The electronic copy of the complete SOW shall be submitted in Microsoft Word 97 with the following formatting characteristics: (1) No headers and/or footers; (2) One-inch (1") margins all around; (3) Times New Roman 10 font; (4) Portrait orientation; (5) Track changes accepted or rejected; and (6) Normal Style.

(3) A complete package, including the signed estimate will be forwarded by the COR to the Ordering Officer for final review and award of the delivery/task order. The cost estimate from the Contractor shall contain the following information to enable the Ordering Officer to make a determination of price reasonableness:

(i) Cost Plus Fixed Fee (CPFF).

(A) Direct labor, including labor categories, hours, rates and total.

(B) Indirect Rates.

(C) Other Direct Costs (ODCs).

1. Travel identified in the SOW needs only a total cost. Travel requirements not identified in the SOW must be fully documented including destination, number of people, number of days, airfare, per diem, car rental and other charges.

2. Material exceeding a unit price of \$2,500 must be itemized. All other materials need only a total cost.

3. Equipment must be identified as Information Technology (IT) or non-IT. All IT equipment must be itemized. Non-IT equipment exceeding a unit price of \$2,500 must be itemized. All other equipment not identified above needs only a total cost.

4. Other, as required by the proposed task/delivery order.

(D) Subcontractors. Subcontractors need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(E) Consultants. Consultants need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(F) Other Information.

1. A statement that the cost estimate is based upon either a completion or level of effort task and the anticipated duration of the delivery/task order.

2. For Small Business and 8(a) set-asides, the Contractor shall state that they are in compliance with the FAR 52.219-14 clause.

(G) Fee as specified in basic contract (NOTE: In T&M and LH contracts, fee is incorporated into burdened rates).

(H) Any backup documentation not provided when you submit your cost estimate may be requested later by the Ordering Officer.

(ii) Time and Material (T&M)/Labor Hour (LH).*

(A) Sub-CLIN.

(B) Labor Category.

(C) Hourly Rate.

(D) Number of Hours.

(E) ODCs (same as CPFF).

(F) Subcontractors.

*NOTE: If the proposal is based on a labor hour contract, no material costs will be authorized.

(4) Once the Ordering Officer/Administrator has reviewed and accepted the Contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer/Ordering Officer and sent to the Contractor as notice to begin work. The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services. If the cost estimate is insufficient or discussions are needed, the administrator will contact the Contractor to negotiate requirements.

(b) Content and Effect.

(1) *Each CPFF delivery/task order shall include:*

- (i) Effective date of order,
- (ii) Contract and delivery/task order numbers,
- (iii) Type of delivery/task order (i.e., completion or term),
- (iv) Estimated hours (provided for information only on completion-type orders),
- (v) Estimated cost, fee or price,
- (vi) Scope, including reference to applicable (contract) specifications,
- (vii) Delivery or performance date,
- (viii) Place of delivery or performance,
- (ix) Accounting and appropriation data, and
- (x) Other information as appropriate (e.g., Government Furnished Property, material, or facilities to be made available for performance of the order; safety requirements; security requirements set forth on DD Form 254; data requirements set forth on DD Form 1423; etc.).

(2) Each T&M/LH delivery/task order shall include:

- (i) Effective date of order,
- (ii) Contract and delivery/task order numbers,
- (iii) Place of delivery or performance,
- (iv) Scope, including references to applicable (contract) specifications,
- (v) Place and manner of inspection and acceptance, if different from that specified in the basic contract,
- (vi) Government furnished property, material or facilities to be made available for performance of the order,
- (vii) An estimate of the number of hours of labor, by labor categories, with rates required to perform the order,
- (viii) A ceiling price, set forth as a “not-to-exceed” amount,
- (ix) Delivery date or period of performance,
- (x) Accounting and appropriation data,
- (xi) Any other information deemed necessary for the performance of the order.

(c) *Maintenance of Records.* The Contractor shall maintain the following cost records under this contract as a minimum:

- (1) Records for each delivery/task order, indicating the number of hours of direct labor performed, segregated to the individual employee performing the work,
- (2) Records for each individual employee, identifying direct labor performed and segregated as to delivery/task order for which performed, and
- (3) Records of all direct non-labor costs, allocated to individual delivery/task order.
- (4) Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

(d) *Contractor Notification.* (1) The Contractor is responsible for immediately notifying the Ordering Officer/Administrator of any difficulties in performing in accordance with the terms of the order.

(2) Each delivery or task order under a cost reimbursement contract is deemed to include the FAR 232-20 “Limitation of Funds” or the FAR 232-22 “Limitation of Cost” clause, whichever is applicable.

(3) Each delivery or task order under a time -and-material or labor-hour contract shall be treated, for purposes of payment and expenditure ceilings, as an independent document, thus the ceiling established therein shall not be exceeded. Accordingly, the Contractor will not be obligated to continue performance beyond the point at which the delivery/task order funds are consumed, nor will the Government be obligated to reimburse the Contractor for any costs allocable to a delivery/task order beyond those provided in the order. Should a task not be completed due to an exhaustion of available funds, the Government may elect to modify the order to provide the additional funding, or it may direct delivery of all work in progress thereunder. Such delivery shall be effected at no additional cost to the Government.

C-329 CONTRACTOR RESPONSIBILITY DURING DESTRUCTIVE WEATHER CONDITIONS

During imminent destructive weather conditions, contractors working within government confines are required to secure all materials and equipment for the tasks and projects assigned to ensure proper protection and avoidance of potential hazards, unless otherwise advised by the Government On-Site Representative or the COR. Furthermore, contractors may be tasked under an existing contract or order to provide assistance as needed for any recovery. Tasking for such assistance does not authorize the contractor to exceed the actual or “Not to Exceed” amount stated on the task order or contract modification. At no time, shall the contractor place or expose its employees or any other person to life threatening or personally hazardous conditions.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-305 PREPARATION FOR DELIVERY

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, “Standard Practice for Commercial Packaging”, dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Military Standard Marking for Shipment and Storage”.

D-307 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

D-308 MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:	MARK FOR: *
RECEIVING OFFICER	Contract #: _____
	Delivery Order #: _____
	Item #: _____
	Receiving Officer Code: _____

The receiving office is located at _____* and is open for deliveries _____*.

(As indicated on individual task orders.)*

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9203 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 1989)

Data items submitted under Letter of Transmittal shall be the responsibility of the initial addressee under Block 14 of DD Form 1423 as to review for adequacy and contract compliance. Where deficiencies or inadequacies are noted, the initial addressee should so advise the contractor by letter within a reasonable period of time with copies to the ACO and the cognizant Technical Office indicated in Block 6 of DD Form 1423.

The initial addressee shall advise the contractor with copy to ACO and the cognizant technical code in Block 6 of DD Form 1423 at such time as each data submission submitted by a Letter of Transmittal has been satisfactorily accomplished.

Inspection and acceptance of Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of DD Form 1423. Where acceptance is at destination and more than one addressee is shown in Block 14 of DD Form 1423, acceptance shall be responsibility of the initial addressee.

Addressees other than the initial addressee, shall be considered informational.

E-303 INSPECTION AND ACCEPTANCE--DESTINATION

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the COR/ACOR or his duly authorized representative.

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	U/I	QUANTITY	FOB	SHIP TO ADDRESS
0001 through 0010		Lot			AS INDICATED ON EACH TASK/DELIVERY ORDER

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34 F.O.B. Destination	NOV 1991
52.247-55 F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

F-303 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND TERM OF THE CONTRACT

The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

CLIN(S)	PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS
0001 – 0002	DATE OF AWARD THROUGH ONE YEAR THEREAFTER

The period of performance for each order shall be stated within such order. Additional time of not more than **180** days beyond the ordering period may be allowed for completion of outstanding orders.

The period of performance for option CLIN(S) to extend the term of the contract is as follows:

<u>CLIN(S)</u>	<u>PERIOD(S) OF PERFORMANCE</u>
0003 – 0004	Effective date of first option through one year thereafter
0005 – 0006	Effective date of second option through one year thereafter
0007 – 0008	Effective date of third option through one year thereafter
0009 – 0010	Effective date of fourth option through one year thereafter

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with FAR clause 52.217-8 “Option to Extend Services” or 52.217-9 “Option to Extend the Term of the Contract”.

SECTION G Contract Administration Data

ACRN: AA 97X4930 NH3S 000 77777 0 065236 2F 000000 B3125C014AAN \$50,000.00
JOB ORDER NO CCXXMP3C01
PR Number: N65236-3125-C014

ACRN: AB 97X4930 NH3S 000 77777 0 065236 2F 000000 B3125C015ABN \$50,000.00
JOB ORDER NO CCXXKM3A02
PR Number: N65236-3125-C015

CLAUSES INCORPORATED BY REFERENCE:
252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

G-306 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative(s) (COR) for this contract/order:

NAME: _____
ADDRESS: P O BOX 190022, Code 711LW
North Charleston SC 29419-9022
TELEPHONE: _____
EMAIL: _____

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor, unless the PCO or ACO has issued a contractual change.

(c) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR:

NAME: _____
ADDRESS: P O BOX 190022, Code 712JR
North Charleston SC 29419-9022
TELEPHONE: _____
EMAIL: _____

G-314 TYPE OF CONTRACT

This is an Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (CPFF) contract.

G-317 INVOICING INSTRUCTIONS (COST REIMBURSEMENT CONTRACTS)

(a) Invoices/vouchers shall be submitted not more than every 2 weeks covering the amount claimed to be due for services rendered and cost incurred thereunder. There will be a lapse of no more than thirty days between performance and submission of invoices.

(b) The contractor will prepare three (3) copies of his invoices/vouchers. The original and one (1) copy of the invoices/vouchers will be forwarded to the cognizant Defense Contract Audit Agency (DCAA). One (1) copy of the

invoice/vouchers shall be forwarded to Space and Naval Warfare Systems Center Charleston, Code 123. One (1) copy of the invoice/vouchers shall be forwarded to the COR.

(c) Invoices/vouchers will contain the following information:

- (1) Contract number and contract line item number;
- (2) Description of work;
- (3) Straight time labor charges by man-hours, classification and price; in the case of cost-plus-fixed-fee type contracts, the invoice shall cite direct labor hours and labor rates incurred by labor category, total costs incurred and fixed fee billed.
- (4) Premium time and charges (if any) by man-hours, classification, price/cost and name of approving official.
- (5) Uncompensated overtime hours (if any) worked for the invoice period, by labor category, as identified in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision.
- (6) Travel and per diem costs (if any).
- (7) Other costs incurred and allowable under the contract and identification of such costs.
- (8) Additional information as required.
- (9) Withholding under the Payments clause, if any.
- (10) Cumulative value of all billings to date by cost incurred and fixed fee billed.

(d) For all but the final invoice/voucher, DCAA will review and approve invoices/vouchers for provisional payment and forward them to the paying office. Payment will be made by the Disbursing Office upon the basis of the DCAA approved invoice/voucher. The Contracting Officer's Representative (COR) will review his/her copy of the invoice/voucher and complete a Contractor Invoice Review Form. The COR will retain this form in the COR files. If the COR identifies discrepancies on the invoice, he will pursue resolution with the Contractor and request a revised invoice reflecting the correction.

(e) The final invoice/voucher will be forwarded to the Contracting Officer for approval and forwarding to the DCAA and disbursing office for final payment. The final invoice/voucher identified as such will list all invoices/vouchers previously tendered. Final payment will be predicated upon the execution of a Material Inspection and Receiving Report (DD Form 250) or other acceptance shall be deemed to have occurred on the effective date of the contract settlement. In accordance with FAR 32.905(f)(6), the Material Inspection and Receiving Report (DD Form 250) shall include the signature, printed name, title, mailing address, and telephone number of the Government official responsible for acceptance or approval of the supplies or services. The Contracting Officer's Representative is the acceptance and approval official.

(f) The COR, ACOR and cognizant DCAA offices of this contract are:

CONTRACTING OFFICER'S REPRESENTATIVE (COR): ***

NAME: _____ CODE: 711LW
ADDRESS: P O Box 190022
North Charleston SC 29419-9022
TELEPHONE: _____
EMAIL: _____

ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR):

NAME: _____ CODE: 712JR
ADDRESS: P O Box 190022
North Charleston SC 29419-9022
TELEPHONE: _____
EMAIL: _____

DEFENSE CONTRACT AUDIT AGENCY (DCAA):

NAME: DCAA Hampton Roads
ADDRESS: 5200 West Mercury Boulevard, Suite 291
Hampton, Virginia 23605-1445
TELEPHONE: _____

EMAIL

(g) The DCAA office specified above is hereby designated as the cognizant audit agency for payments resulting from this contract, receiving invoices/vouchers from contractor, approving interim vouchers and issuing DCAA Form 1, Notice of Contract Costs Suspended and/or Disapproved, to deduct costs where allowability is questionable.

(h) The Contracting Officer, or his/her designated authorized representative, approves all completion/final invoices/vouchers and sends them to the disbursing office; and may issue or direct the issuance of DCAA Form 1 on any cost when there is reason to believe it should be suspended or disallowed.

(i) No interest penalty shall be paid to the contractor as a result of delayed contract financing payments. For purposes of the final invoice, payment is made after acceptance of services by the Government and is subject to assessment of interest penalty for payment delays in accordance with the FAR 52.232-25, Prompt Payment, clause of this contract.

(j) For purposes of payment under the final invoice, the constructive period in paragraph (a) (6) of the FAR 52.232-25, Prompt Payment, clause of this contract is changed from 7 days to 30 days.

G-319 RETENTION OF GOVERNMENT PROPERTY ADMINISTRATION

In accordance with FAR 42.201, the Procuring Contracting Officer specifically retains performance of property administration functions under this contract. The Space and Naval Warfare Systems Center-Charleston, Code 09A12, Property Control Branch, P.O. Box 190022, North Charleston, S.C. 29419-9022 is hereby designated by the Contracting Officer as the Property Administrator to ensure compliance with the contract's property requirements and the provisions of FAR Subpart 45.5.

G-320 SUBMISSION OF DD FORM 1662 "DOD PROPERTY IN THE CUSTODY OF CONTRACTORS"

Pursuant to the clause at DFARS 252.245-7001 "Reports of Government Property" clause, the contractor shall provide in duplicate the DD Form 1662 to the activity property administrator at the address set forth below by 31 October of the current year:

Space and Naval Warfare Systems Center-Charleston
Code 09A12, Property Control Branch
P.O. Box 190022
North Charleston, S.C. 29419-9022

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by references with the same force and effect as if they were given in full text.

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns is hereby approved and attached hereto as Attachment 2 and is made a part of this contract.

5252.232-9206 SEGREGATION OF COSTS

The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order which authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN which corresponds to the work invoiced. One (1) copy of each invoice will be provided to the COR, designated herein, and the PCO at the time of submission to DCAA.

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor implements any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME	SPAWARSYSCEN Charleston Contracting Officer(s)
ADDRESS	P O Box 190022
	North Charleston, SC 29419-9022
TELEPHONE	
EMAIL	

5252.245-9201 GOVERNMENT FURNISHED PROPERTY (JAN 1989)

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DATE</u>	<u>LOCATION</u>
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**TO BE INDICATED ON INDIVIDUAL TASK/DELIVERY ORDERS*

H-320 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS

- (a) The Department of Defense is –
 - (1) committed to minimizing the use of military and federal specifications and standards; and
 - (2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.
- (b) The Contractor –
 - (1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;
 - (2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:
 - (i) a copy of the proposed alternatives;
 - (ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and
 - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.
- (c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

H-322 TYPES OF TASK OR DELIVERY ORDERS

The following types of task or delivery orders may be issued under this contract:

A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

H-323 CONTRACTOR PICTURE BADGE

- (a) A contractor picture badge may be issued to contractor personnel by the Space and Naval Warfare Systems Center, Charleston upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at Space and Naval Warfare Systems Center, Charleston prior to completion of the picture badge request.
- (b) An automobile decal will be issued by government installation pass office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.
- (c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to Space and Naval Warfare Systems Center, Charleston a list of all unreturned badges with a written explanation of any missing badges.

H-329 CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED PROPERTY

This contract contains the clause entitled "Government Furnished Property". However, receipt of Government Furnished Property or Contractor Acquired Property is not authorized under this contract. Such property may be acquired only upon receipt of a fully executed delivery or task order or modification to a delivery or task order that specifically authorizes acquisition of the property by the contractor. Requests for Contractor Acquired Property must be made to the cognizant Contracting Officer.

Any property acquired by the Contractor without a delivery or task order or modification to a delivery or task order authorizing such acquisition, is done so at the Contractor's own risk.

H-341 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-343 CONTRACT DATA REQUIREMENTS – DELIVERY ORDERS

The data items shown on the DD Form 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

H-344 DELIVERY ORDER LIMITATION OF COST/FUNDS

In accordance with the FAR Clause 52.232-20, "Limitation of Cost," or 52.232-22 "Limitation of Funds," the Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

H-349 REIMBURSEMENTS UNDER COST REIMBURSEMENT, TIME AND MATERIAL AND LABOR HOUR CONTRACTS

(a) Office Equipment

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage machines are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as

indirect costs under the FAR 52.216-7 "Allowable Cost and Payment" clause, if this is a cost-reimbursement contract.

(b) Overtime

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall not be worked without written authorization from the Contracting Officer.

(c) Overtime/Holiday Rate

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed under the contract. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

(d) Vehicle and/or Truck Rental

When any special vehicles and/or trucks are required, the cost for contractor-owned vehicles and/or trucks shall be included in the overhead rate. The contractor shall be reimbursed for actual rental/lease of vehicles and/or trucks, only if authorized by individual task/delivery orders. Reimbursement of such rental shall be made based on actual amounts paid by the contractor, not to exceed the rates set forth in the individual task/delivery order.

(e) Expendable Material

Expendable materials, such as clerical supplies and materials, which are considered to be a normal cost of doing business, are considered to be overhead expenses and shall not be billed as a separate material cost.

(f) Other Material

Material, other than expendable material, shall be furnished pursuant to specific authorization in a task/delivery order issued under this contract. The contractor will be required to support all material costs claimed by submission of paid subcontractor invoices. Contractor will be reimbursed at the contractor's cost less any applicable discount, plus material-handling costs, if any, are specified in individual delivery orders. Material handling charge shall be shown separately only if the contractor's accounting system segregates that particular cost.

H-350 REIMBURSEMENT OF TRAVEL COSTS

(a) Contractor Request and Government Approval of Travel

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. The travel request shall include, as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

- (i) Federal Travel Regulation* prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

* Federal Travel Regulation (FTR) Amendment 75 was published in the Federal Register as a Final Rule on December 2, 1998. This final rule changed how the FTR maximum per diem rate limitations are computed, including extracting lodging taxes from the per diem rates and allowing payment of lodging taxes as a miscellaneous expense instead. Some contractors may encounter a significant administrative burden and incur substantial costs in modifying their systems to comply with this Final Rule. Therefore, contractors may choose to satisfy the limitation on allowable travel costs by continuing to use the FTR maximum per diem rates and the definitions of lodging, meals, and incidental expenses in effect on December 31, 1998, or the revised FTR rates and definitions that went into effect on January 01, 1999. Contractors may choose the maximum per diem rate computation methodology for all contractor travel from October 01, 1999 through September 30, 2002 (see the DAR deviations issued under DAR Tracking Number 99-O0013, 2000-O0005, and 2001-O0003). Contractors shall use the revised FTR rates and definitions that went into effect on January 01, 1999 for all contractor travel after October 01, 2002, unless (A) the Director of Defense Procurement further extends the deviation, or (B) the coverage in FAR 31.205-46(a) (2) is revised.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate shown in Section B; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50) miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract. When authorized, per diem shall be paid by the contractor to his employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) For transportation other than described in subparagraph (d)(5) below, the contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(4) The contractor's invoices shall include evidence, such as receipts, substantiating actual costs incurred for authorized travel. Such payments shall never exceed the rates of common carrier.

(5) The contractor shall not be paid for travel mileage for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel mileage shall not be paid for services performed at the contractor's home facility or at any location within a driving radius of 50 miles from the contractor's home facility.

H-352 CONTRACT MAXIMUM AMOUNT

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercised, and unexpended balances may be used in succeeding option years.

H-355 CONTRACTOR IDENTIFICATION

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(52) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records—Negotiation	JUN 1999
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting	OCT 1999
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance—Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984

52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (May 2001) Alternate I (Oct 2001)	OCT 2001
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes—Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	AUG 1999
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished “As Is”	APR 1984
52.246-25	Limitation Of Liability—Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer’s Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry—Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry—Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data—Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995

252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions—Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data—Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	MAY 1995

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through one year thereafter, unless terminated or extended in accordance with provisions contained herein.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$5 million;
- (2) Any order for a combination of items in excess of \$10 million; or
- (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in

the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after the expiration of the contract.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ninety days (90).

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, unless clause 52.217-8 entitle "Option to Extend Services" is activated.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the cost for the overtime hours specified in the estimated level of effort stated in clause L328 –

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

52.244-2SUBCONTRACTS (AUG 1998) – ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause—

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

The contractor must obtain prior written consent from the Contracting Officer before services exceeding \$70K, or 10% of the individual task order, whichever is greater, can be subcontracted or performed by persons other than the Contractor or its established subcontractor(s), as proposed and negotiated upon contract award.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

- (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil> and/or www.arnet.gov/far/

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)

- (a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--
 - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is --

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Space and Naval Warfare Systems Center Charleston, Security Code 0A1; by telephone, DSN 588-4084 or 6737 or commercial (843) 218-4084 or 6737.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	EXHIBIT A Contract Data Requirements Lists, DD Form 1423	3	MAY-08-2003
Attachment 1	Attachment 1-DD 254	2	DEC-17-2001
Attachment 2	Attachment 2-Small Business Subcontracting Plan		

<u>DATA NO.</u>	<u>DID NO:</u>	<u>TITLE OF DATA ITEM</u>	<u>SUBTITLE</u>
A001	DI-MGMT-80227	Contractor's Progress, Status and Management Report	Progress Status Reports
A002	DI-MGMT-80227	Contractor's Progress, Status and Management Report	Delivery Order Status Report
A003	DI-MGMT-80269	Status of Government Furnished Equipment (GFE) Report	Report of Government Furnished Material
A004	DI-MGMT-81468	Contract Funds Status Report (CFSR)	Same
A005	DI-MGMT-80227	Contractor's Progress, Status and Management Report	Plan of Action & Milestones (POA&M)
A006	DI-MGMT-80227	Contractor's Progress, Status and Management Report	Trip Report